

United States Bankruptcy Court  
Northern District of New York

In re Curtis Door Systems Inc.,  
Debtor

Case No. 09-13571  
Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor’s assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor’s liabilities. Individual debtors also must complete the “Statistical Summary of Certain Liabilities and Related Data” if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	7	\$ 10,090,320.76		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$ 50,046.34	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$ 17,100,411.11	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	7			
I - Current Income of Individual Debtor(s)	No	0			\$
J - Current Expenditures of Individual Debtors(s)	No	0			\$
TOTAL		22	\$ 10,090,320.76	\$ 17,150,457.45	

In re

Curtis Door Systems Inc.

Debtor

Case No.

09-13571

(If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor’s own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an “H,” “W,” “J,” or “C” in the column labeled “Husband, Wife, Joint, or Community.” If the debtor holds no interest in real property, write “None” under “Description and Location of Property.”

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write “None” in the column labeled “Amount of Secured Claim.”

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR’S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR’S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
NONE				NONE
Total ▶			0	

(Report also on Summary of Schedules.)

In re Curtis Door Systems Inc.  
DebtorCase No. 09-13571  
(if known)**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian."  
Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Petty Cash - U.K. Division (spare parts business for UK market, organized through Curtis Door Systems Ltd in the UK)		\$100.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<u>Checking/Savings</u> <b>HSBC US</b> Acct #: 129-01832-5; As of 9/30/09: \$15,959.01 468 State Route 3; Plattsburgh, NY 12901-6522 <b>HSBC CAD</b> Acct#: 001-293354-001; As of 9/30/09: \$7,406.83 88 boul. René-Lévesque Ouest; Montréal, QC H2Z1A2, Canada <b>Nation Bank Trust</b> Acct#: 700081607; As of 8/31/09: \$864.98 482 Route 3; Plattsburgh, NY 12901		\$24,230.82
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

In re Curtis Door Systems Inc.  
DebtorCase No. 09-13571  
(if known)**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<input checked="" type="checkbox"/>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		Ownership of 99% of the outstanding equity in Curtis Canada Inc.		\$6,470.00
14. Interests in partnerships or joint ventures. Itemize.	<input checked="" type="checkbox"/>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<input checked="" type="checkbox"/>			
16. Accounts receivable.		SEE ATTACHED ACCOUNTS RECEIVABLES AGING DETAIL REPORT (as of 10/2/09) for \$1,341,483.35 + \$262,000.00 due from Curtis Canada Inc. + \$105,857.49 due from Curtis Doors Inc.		\$1,709,340.84
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<input checked="" type="checkbox"/>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<input checked="" type="checkbox"/>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A – Real Property.	<input checked="" type="checkbox"/>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<input checked="" type="checkbox"/>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Counterclaims vs. Bombardier Transportation North America for breach of contract (change orders)		\$8,344,297.00

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(if known)**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Computer Equipment		\$5,882.10
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
Total ►				\$10,090,320.76

(Include amounts from any continuation sheets attached. Report total  
also on Summary of Schedules)

**Curtis Door Systems, Incorp.**  
**A/R Aging Detail**  
As of October 2, 2009

Type	Date	Num	P. O. #	Name	Terms	Due Date	Aging	Open Balance
Current								
Total Current								
<b>1 - 30</b>								
Invoice	16/07/2009	P010-072		SIEMENS TRANS SIE250	Net 60	14/09/2009	18.0	18,325.55
Invoice	16/07/2009	P010-073		SIEMENS TRANS SIE250	Net 60	14/09/2009	18.0	126.44
Invoice	18/08/2009	9479		KAWASAKI MOTORS KAW50003	Net 30	17/09/2009	15.0	909.97
Credit Memo	23/09/2009	9422	7316	CURTIS CANADA CUR300		23/09/2009	9.0	-154.00
Invoice	25/08/2009	9548		KAWASAKI MOTORS KAW50003	Net 30	24/09/2009	8.0	21,882.48
Invoice	31/07/2009	P010-076		SIEMENS TRANS SIE250	Net 60	29/09/2009	3.0	20,337.75
Total 1 - 30								61,428.19
<b>31 - 60</b>								
Invoice	05/dd/yyyy	P010-048		SIEMENS TRANS SIE250	Net 60	04/dd/yyyy	59.0	1,660.48
Invoice	08/dd/yyyy	P010-050		SIEMENS TRANS SIE250	Net 60	07/dd/yyyy	56.0	889.20
Invoice	23/06/2009	P010-065		SIEMENS TRANS SIE250	Net 60	22/08/2009	41.0	2,916.26
Invoice	23/06/2009	P010-066		SIEMENS TRANS SIE250	Net 60	22/08/2009	41.0	1,865.40
Invoice	23/06/2009	P010-067		SIEMENS TRANS SIE250	Net 60	22/08/2009	41.0	574.50
Invoice	23/06/2009	P010-068		SIEMENS TRANS SIE250	Net 60	22/08/2009	41.0	2,610.60
Invoice	23/06/2009	P010-071		SIEMENS TRANS SIE250	Net 60	22/08/2009	41.0	2,500.00
Invoice	31/07/2009	P015-005		KAWASAKI HEAVY INDUSTRIES KH1500	Net 30	30/08/2009	33.0	155,040.00
Invoice	31/07/2009	9421		KAWASAKI MOTORS KAW50003	Net 30	30/08/2009	33.0	29,176.64
Total 31 - 60								197,233.08
<b>61 - 90</b>								
Invoice	07/dd/yyyy	P010-030		SIEMENS TRANS SIE250	Net 60	06/dd/yyyy	88.0	3,048.18
Invoice	07/dd/yyyy	P010-031		SIEMENS TRANS SIE250	Net 60	06/dd/yyyy	88.0	223.37
Invoice	07/dd/yyyy	P010-032		SIEMENS TRANS SIE250	Net 60	06/dd/yyyy	88.0	312.96
Invoice	18/05/2009	P010-038		SIEMENS TRANS SIE250	Net 60	17/07/2009	77.0	27,063.12
Invoice	20/05/2009	P010-034		SIEMENS TRANS SIE250	Net 60	19/07/2009	75.0	5,564.57
Invoice	22/05/2009	P010-036		SIEMENS TRANS SIE250	Net 60	21/07/2009	73.0	223.21
Invoice	22/05/2009	P010-040		SIEMENS TRANS SIE250	Net 60	21/07/2009	73.0	3,112.79
Invoice	22/05/2009	P010-044		SIEMENS TRANS SIE250	Net 60	21/07/2009	73.0	75.00
Invoice	22/05/2009	P010-045		SIEMENS TRANS SIE250	Net 60	21/07/2009	73.0	465.00
Invoice	29/05/2009	P010-051		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	1,327.41

**Curtis Door Systems, Incorp.**  
**A/R Aging Detail**  
As of October 2, 2009

Type	Date	Num	P. O. #	Name	Terms	Due Date	Aging	Open Balance
Invoice	29/05/2009	P010-052		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	3,216.72
Invoice	29/05/2009	P010-055		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	223.37
Invoice	29/05/2009	P010-061		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	1,591.68
Invoice	29/05/2009	P010-062		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	1,219.80
Invoice	29/05/2009	P010-063		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	1,972.80
Invoice	29/05/2009	P010-064		SIEMENS TRANS SIE250	Net 60	28/07/2009	66.0	223.21
Invoice	29/06/2009	9248		KAWASAKI MOTORS KAW50003	Net 30	29/07/2009	65.0	18,235.40
Invoice	29/06/2009	9249		KAWASAKI MOTORS KAW50003	Net 30	29/07/2009	65.0	5,470.62
Invoice	31/05/2009	P010-046		SIEMENS TRANS SIE250	Net 60	30/07/2009	64.0	3,112.79
Invoice	31/05/2009	P010-058		SIEMENS TRANS SIE250	Net 60	30/07/2009	64.0	223.21
Invoice	31/05/2009	P010-059		SIEMENS TRANS SIE250	Net 60	30/07/2009	64.0	13,669.87
Invoice	31/05/2009	P010-060		SIEMENS TRANS SIE250	Net 60	30/07/2009	64.0	228.09
Invoice	30/06/2009	P015-004		KAWASAKI HEAVY INDUSTRIES KHI500	Net 30	30/07/2009	64.0	116,280.00
Invoice	30/06/2009	P027-004		CNIM HK (USA) CNIM550	Net 30	30/07/2009	64.0	189,000.00
Total 61 - 90								396,083.17
> 90								
Invoice	26/03/2007	6370		FABRI-METAL FAM501		26/03/2007	921.0	206.92
Invoice	04/dd/yyyy	8073		CURTIS CANADA CUR300	Net 30	04/dd/yyyy	882.0	2,171.24
Invoice	12/dd/yyyy	6936		CNIM HONK KONG CNIM500 (HK \$)		12/dd/yyyy	690.0	173,115.12
Invoice	26/11/2007	6891		ALSTOM TRANSPORT ALS505	Net 30	26/12/2007	646.0	2,921.67
Invoice	29/11/2007	6899		SIEMENS TRANS SIE250	Net 60	28/01/2008	613.0	4,767.21
Invoice	05/dd/yyyy	7005		CURTIS CANADA CUR300	Net 30	04/dd/yyyy	606.0	4,576.47
Invoice	13/12/2007	6949		SIEMENS TRANS SIE250	Net 60	11/dd/yyyy	599.0	23,640.00
Invoice	26/02/2008	7138		CURTIS CANADA CUR300	Net 30	27/03/2008	554.0	1,485.27
Invoice	11/dd/yyyy	8181		SIEMENS TRANS SIE250	Net 60	10/dd/yyyy	510.0	4,925.00
Invoice	24/04/2008	7302		CURTIS CANADA CUR300	Net 30	24/05/2008	496.0	469.23
Invoice	25/04/2008	7306		CURTIS CANADA CUR300	Net 30	25/05/2008	495.0	274.00
Invoice	09/dd/yyyy	7246		SIEMENS TRANS SIE250	Net 60	08/dd/yyyy	481.0	13,669.87
Invoice	13/05/2008	7384		CURTIS CANADA CUR300	Net 30	12/dd/yyyy	477.0	479.44
Invoice	14/05/2008	7389		CURTIS CANADA CUR300	Net 30	13/06/2008	476.0	11,508.80
Invoice	23/05/2008	7422		CURTIS CANADA CUR300	Net 30	22/06/2008	467.0	324.03
Invoice	24/06/2008	7544		ALSTOM TRANSPORT ALS505	Net 30	24/07/2008	435.0	65.64
Invoice	07/dd/yyyy	7590		CURTIS CANADA CUR300	Net 30	06/dd/yyyy	422.0	76.45
Invoice	09/dd/yyyy	7482		SIEMENS TRANS SIE250	Net 60	08/dd/yyyy	420.0	22,980.00

**Curtis Door Systems, Incorp.**  
**A/R Aging Detail**  
As of October 2, 2009

Type	Date	Num	P. O. #	Name	Terms	Due Date	Aging	Open Balance
Invoice	20/08/2008	7769		SMC PNEUMATICS HK SMC502		20/08/2008	408.0	1,188.12
Invoice	21/08/2008	7777		CURTIS CANADA CUR300	Net 30	20/09/2008	377.0	1,608.37
Invoice	04/dd/yyyy	7846		CURTIS CANADA CUR300	Net 30	04/dd/yyyy	363.0	320.84
Invoice	05/dd/yyyy	7851		CURTIS CANADA CUR300	Net 30	05/dd/yyyy	362.0	81.86
Invoice	10/dd/yyyy	7868		CURTIS CANADA CUR300	Net 30	10/dd/yyyy	357.0	6,856.32
Invoice	10/dd/yyyy	7878		CURTIS CANADA CUR300	Net 30	10/dd/yyyy	357.0	78.34
Invoice	11/dd/yyyy	7879		CURTIS CANADA CUR300	Net 30	11/dd/yyyy	356.0	7,000.22
Invoice	16/09/2008	7908		CURTIS CANADA CUR300	Net 30	16/10/2008	351.0	135.00
Invoice	17/09/2008	7920		CURTIS CANADA CUR300	Net 30	17/10/2008	350.0	770.00
Invoice	17/09/2008	7921		CURTIS CANADA CUR300	Net 30	17/10/2008	350.0	152.18
Credit Memo	24/10/2008	8145		CURTIS CANADA CUR300		24/10/2008	343.0	-300.00
Invoice	11/dd/yyyy	7888		SIEMENS TRANS SIE250	Net 60	10/dd/yyyy	326.0	223.21
Invoice	21/10/2008	8135		CURTIS CANADA CUR300	Net 30	20/11/2008	316.0	1,266.04
Invoice	30/10/2008	8167		CURTIS CANADA CUR300	Net 30	29/11/2008	307.0	97.08
Credit Memo	22/12/2008	8378		SIEMENS TRANS SIE250		22/12/2008	284.0	-3,050.24
Invoice	26/11/2008	8299		CURTIS CANADA CUR300	Net 30	26/12/2008	280.0	336.60
Invoice	17/12/2008	8364		KAWASAKI MOTORS KAW50003	Net 30	16/01/2009	259.0	89.73
Invoice	17/12/2008	8365		KAWASAKI MOTORS KAW50003	Net 30	16/01/2009	259.0	821.64
Invoice	17/12/2008	8366		KAWASAKI MOTORS KAW50003	Net 30	16/01/2009	259.0	909.97
Invoice	06/dd/yyyy	8402		CURTIS CANADA CUR300	Net 30	05/dd/yyyy	239.0	812.80
Invoice	08/dd/yyyy	8410		CURTIS CANADA CUR300	Net 30	07/dd/yyyy	237.0	450.00
Invoice	22/12/2008	8382		SIEMENS TRANS SIE250		20/02/2009	224.0	40,000.00
Credit Memo	20/02/2009	6033A		SIEMENS TRANS SIE250	Net 60	20/02/2009	224.0	-4,000.32
Invoice	28/01/2009	8449		CURTIS CANADA CUR300	Net 30	27/02/2009	217.0	107.96
Invoice	04/dd/yyyy	8496		CURTIS CANADA CUR300	Net 30	06/dd/yyyy	210.0	2,804.94
Invoice	06/dd/yyyy	8503		CNIM HK (USA) CNIM550	Net 30	08/dd/yyyy	208.0	272,540.81
Invoice	15/01/2009	8516		SIEMENS TRANS SIE250	Net 60	16/03/2009	200.0	1,768.00
Invoice	17/02/2009	8546		CURTIS CANADA CUR300	Net 30	19/03/2009	197.0	1,528.28
Invoice	19/02/2009	8566		CURTIS CANADA CUR300	Net 30	21/03/2009	195.0	1,250.76
Invoice	20/02/2009	8570		CURTIS CANADA CUR300	Net 30	22/03/2009	194.0	523.11
Invoice	24/03/2009	8687		TAIPEI RAPID TRANSIT TRTC500		24/03/2009	192.0	36,038.35
Invoice	24/03/2009	8691		SMC PNEUMATICS SMC250		24/03/2009	192.0	344.20
Invoice	25/02/2009	8581		CURTIS CANADA CUR300	Net 30	27/03/2009	189.0	2,006.00
Invoice	31/01/2009	8471		SIEMENS TRANS SIE250	Net 60	01/dd/yyyy	184.0	55.78
Invoice	02/dd/yyyy	8624		ALSTOM TRANSPORT ALS505	Net 30	01/dd/yyyy	184.0	19,018.88



**Curtis Door Systems, Incorp.**  
**A/R Aging Detail**  
As of October 2, 2009

Type	Date	Num	P. O. #	Name	Terms	Due Date	Aging	Open Balance
Invoice	05/dd/yyyy	8625		CURTIS CANADA CUR300	Net 30	04/dd/yyyy	181.0	619.97
Invoice	09/dd/yyyy	6335		ALSTOM TRANSPORT ALS505	Net 30	08/dd/yyyy	177.0	1,568.70
Invoice	18/02/2009	8558		SIEMENS TRANS SIE250	Net 60	19/04/2009	166.0	540.00
Invoice	18/02/2009	8555		SIEMENS TRANS SIE250	Net 60	19/04/2009	166.0	45.00
Invoice	20/03/2009	8683		CURTIS CANADA CUR300	Net 30	19/04/2009	166.0	417.23
Invoice	20/02/2009	5885A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	3,050.24
Invoice	20/02/2009	6899A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	3,112.79
Invoice	20/02/2009	5884A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	10.50
Invoice	20/02/2009	6220A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	904.68
Invoice	20/02/2009	6230A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	3,850.00
Invoice	20/02/2009	6284A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	1,925.00
Invoice	20/02/2009	6291A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	5,745.00
Invoice	20/02/2009	6298A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	7,660.00
Invoice	20/02/2009	6303A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	47,296.00
Invoice	20/02/2009	6304A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	12,793.14
Invoice	20/02/2009	6688A		SIEMENS TRANS SIE250	Net 60	21/04/2009	164.0	61.80
Invoice	30/03/2009	8699		CURTIS CANADA CUR300	Net 30	29/04/2009	156.0	267.50
Invoice	16/03/2009	8653		SIEMENS TRANS SIE250	Net 60	15/05/2009	140.0	421.35
Credit Memo	18/05/2009	P010-037CR		SIEMENS TRANS SIE250		18/05/2009	137.0	-27,063.12
Credit Memo	20/05/2009	P010-035CR		SIEMENS TRANS SIE250		20/05/2009	135.0	-1,768.00
Invoice	22/05/2009	P027-002		CNIM HONG KONG CNIM500		22/05/2009	133.0	204,405.61
Credit Memo	22/05/2009	P010-039CR		SIEMENS TRANS SIE250		22/05/2009	133.0	-7,880.00
Credit Memo	22/05/2009	P010-043CR		SIEMENS TRANS SIE250		22/05/2009	133.0	-540.00
Credit Memo	26/05/2009	P027-003		CNIM HONG KONG CNIM500		26/05/2009	129.0	-272,540.81
Invoice	29/04/2009	P017-001		CNIM HK (USA) CNIM550	Net 30	29/05/2009	126.0	785.00
Credit Memo	31/05/2009	P010-056CR		SIEMENS TRANS SIE250		31/05/2009	124.0	-13,669.87
Credit Memo	31/05/2009	P010-057CR		SIEMENS TRANS SIE250		31/05/2009	124.0	-223.21
Invoice	11/dd/yyyy	P010-019		SIEMENS TRANS SIE250	Net 60	10/dd/yyyy	114.0	223.21
Invoice	19/05/2009	P002-001		KAWASAKI MOTORS KAW50003	Net 30	18/06/2009	106.0	5,459.82
Invoice	29/05/2009	P002-002		KAWASAKI MOTORS KAW50003	Net 30	28/06/2009	96.0	26,441.33
Invoice	30/06/2009	P017-004		CNIM HONG KONG CNIM500		30/06/2009	94.0	21,328.86
Total > 90								686,738.91
TOTAL								1,341,483.35

In re Curtis Door Systems Inc.,  
Debtor

Case No. 09-13571  
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)

☐ 11 U.S.C. § 522(b)(2)

☐ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds \$136,875.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
NONE.			

**B6D (Official Form 6D) (12/07)**In re Curtis Door Systems Inc.,Case No. 09-13571**Debtor****(If known)****SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 5700277730			02/22/08 - All inventory, accounts, equipment and general intangibles (now held by Curtis Doors Inc.)				\$50,046.34	
National Bank Trust, N.A. 482 Route 3 Plattsburgh, NY 12901			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
Subtotal ▶ (Total of this page)							\$	\$
Total ▶ (Use only on last page)							\$ 50,046.34	\$

\_\_\_\_ continuation sheets  
attached(Report also on Summary of  
Schedules.)(If applicable, report  
also on Statistical  
Summary of Certain  
Liabilities and Related  
Data.)

In re Curtis Door Systems Inc.,  
**Debtor**

Case No. 09-13751  
**(if known)**

## **SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**B6E (Official Form 6E) (12/07) – Cont.**

In re Curtis Door Systems Inc.,  
**Debtor**

Case No. 09-13751  
**(if known)**

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re Curtis Door Systems Inc.,  
DebtorCase No. 09-13571  
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. CNIM250  CNIM Euro Funds 61 Rue Lafayette Paris, FR, 75009			Cash advances sent since 1/1/08 as per the Cash Agreement between CDS and CNIM SA				\$14,429,874.82
ACCOUNT NO.  Cnim Transport Holding SAS 35 Rue De Bassano Paris, FR 75008			Cash advances sent since May 2006				\$1,950,000.00
ACCOUNT NO.  Curtis Canada Inc. 1225 rue Industrielle La Prairie, Quebec, J5R 2E4			between 5/27/2009 and 8/31/2009 as per Service Agreement signed on 4/1/2009				\$113,126.07
ACCOUNT NO. CURP500  Curtis Door Properties 104 Sharron Avenue Plattsburgh, NY 12901			between 1/1/2008 and 3/1/2009 as per Commercial Lease Agreement signed on 1/1/2008				\$150,662.50
ACCOUNT NO.  Curtis Doors Inc. 104 Sharron Avenue Plattsburgh, NY 12901			between 7/31/2009 and 8/31/2009				\$456,681.22
Subtotal ►							\$17,100,344.61
Total ►							
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							

1 continuation sheets attached

In re Curtis Door Systems Inc.,  
DebtorCase No. 09-13571  
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above. )	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. TUT500  Tuthill Controls Group Diplocks Way, South Road, Hailsham, East Sussex BN27 3JF England			4/7/2009				\$66.50
ACCOUNT NO. Bombardier Transportation North America N.A. 1101, Parent Street St Bruno, Quebec J3V 6E6 Canada			Production product	X		X	\$0.00
ACCOUNT NO. Kawasaki Heavy Industries Ltd. Hyogo Works, 2-1-18 Wadayama-Dori, Hyogo-Ku Kobe, Japan 652-0844			Production product/equipment	X		X	\$0.00
ACCOUNT NO.							
ACCOUNT NO.							
Subtotal ▶							\$66.50
Total ▶							\$17,100,411.11

(Use only on last page of the completed Schedule F.  
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

**B6G (Official Form 6G) (12/07)**In re Curtis Door Systems Inc.,  
DebtorCase No. 09-13571  
(if known)**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

<b>NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.</b>	<b>DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.</b>
Alstom Transportation 1001 Frontenac Road Naperville, IL 60563	Customer Contract
Alstom Transportation Inc Accounts Payable 1 Transit Drive Hornell, NY 14843	Customer Contract
CNIM Hong Kong B1203-4; Seaview Estate 2-8 Watson Road North Point, Hong Kong B1203-4	Customer Contract
Hitachi America Ltd. Alliances & Sourcing Div. 50 Prospect Avenue Terrytown, NY 10597	Customer Contract
Kawasaki Heavy Industries Ltd. Hyogo Works, 2-1-18 Wadayama-Dori, Hyogo-Ku Kobe, Japan 652—0844	Customer Contract
Siemens Transportation Systems 224 North Main Street Building 13-1 Horseheads, NY 14845	Customer Contract



In re Curtis Door Systems Inc. ,  
**Debtor**

Case No. 09-13571  
**(if known)**

## SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
CNIM SA 35 rue de Bassano 75008 Paris France  See three attached Performance Guarantee letters dated April 25, 2007	Bombardier Inc. Corporate Headquarters 800 Rene-Levesque Blvd. Ouest Montreal, Quebec H3B 1Y8 Canada

BOMBARDIER INC.  
Corporate Headquarters  
800 René-Lévesque Blvd. West  
Montréal, Québec  
Canada H3B 1Y8

Document #  
Parental Guarantee  
Project: Toronto Rocket  
Contract 079  
Date: April 25, 2007

### PERFORMANCE GUARANTEE

**This Parental Guarantee is made on the 25th day of April, 2007, by CNIM SA (hereinafter called the "Guarantor") in favour of Bombardier Inc.**

**WHEREAS** Curtis Door Systems, Inc., a company incorporated under the laws of New-York, is a subsidiary of the Guarantor.

**AND WHEREAS** BOMBARDIER INC (Bombardier) is desirous of entering into a contract with Curtis Door Systems, Inc. for the supply and delivery of a base order of two hundred and thirty-four (234) car-sets of complete door systems, with options for the supply and delivery for up to an additional hundred seventy-four (174) car-sets (forty-eight (48) car-sets under option 1 and hundred twenty-six (126) car-sets under option 2), for a potential total Project quantity of four hundred height (408) car-sets of complete door systems under the Purchase contract 079-CUR-STC-DOOR.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises and the execution of the Purchase Contract 079-CUR-STC-DOOR (hereinafter called the "Purchase Contract") between Bombardier and Curtis Door Systems, Inc., the Guarantor, as ultimate Parent Guaranty, agrees to provide all the necessary financial and technical support for the proper completion of the said Purchase Contract and hereby unconditionally and irrevocably guarantees the performance by Curtis Door Systems, Inc., of all obligations, including the warranty provisions of the said Purchase Contract in accordance with the Purchase Contract documents, including timely completion thereof.

The Parental Guarantee shall commence upon execution of the Purchase Contract and shall terminate at the expiry of the warranty period for the last Good covered by this warranty period.

Should Curtis Door Systems, Inc. fail or otherwise be unable to fully perform in accordance with the terms of the Purchase Contract, and the Guarantor receives written notice from Bombardier of Curtis Door Systems, Inc.'s failure to perform, provided that before any such demand a notice in writing has been sent to Curtis Door Systems stating that it is in default under the Purchase Contract and that such default has not been

remedied within such period defined in the Purchase Contract, the Guarantor shall itself, acting directly or through others, fully perform such obligations under the terms of the Purchase Contract and, at BT's option, reimburse BT for any loss, damages, costs and expenses suffered or incurred by BT out of or in connection with such failure by Curtis Door Systems, Inc. to comply with the terms of the Purchase Contract. Bombardier understands that should the Guarantor engage the services of third parties to perform Curtis Door Systems, Inc.'s obligations, this third party must meet or exceed the industry standards and comply with the Purchase Contract requirements.

The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Purchase Contract if it had been named as the contractor in the Purchase Contract.


This Parental Guarantee shall inure to the benefit of and be binding upon the respective successors and assigns of Bombardier and the Guarantor.

**IT IS UNDERSTOOD AND AGREED** that this Parental Guarantee will be interpreted in accordance with the laws of the Province of Québec, and the Parent Company hereby attorns to the jurisdiction of the courts of Montréal,

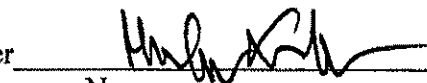
**This agreement shall be attached to and form part of the Purchase Contract between Curtis Door Systems, Inc. and Bombardier.**

**IN WITNESS WHEREOF** the Parent Company has hereunto affixed its corporate seal under the hands of its duly authorized officers in that behalf, this 25th day of April, 2007.

Parent Company: CNIM SA

Per   
Name: \_\_\_\_\_  
Function: \_\_\_\_\_

Parent Company: CNIM SA

Per   
Name: \_\_\_\_\_  
Function: \_\_\_\_\_

I/We have authority to bind the Corporation

BOMBARDIER INC.  
Corporate Headquarters  
800 René-Lévesque Blvd. West  
Montréal, Québec  
Canada H3B 1Y8

Document #  
Parental Guarantee  
Project: Kuala Lumpur Fleet  
Expansion  
Contract 818  
Date: April 25, 2007

### PERFORMANCE GUARANTEE

**This Parental Guarantee is made on the 25th day of April, 2007, by CNIM SA (hereinafter called the "Guarantor") in favor of Bombardier Inc.**

**WHEREAS** Curtis Door Systems, Inc., a company incorporated under the laws of New-York, is a subsidiary of the Guarantor.

**AND WHEREAS** BOMBARDIER INC (Bombardier) is desirous of entering into a contract with Curtis Door Systems, Inc. for the supply and delivery of a base order of eighty eight (88) car-sets of door systems and vehicle PDI, with options for the supply and delivery for up to an additional fifty-two (52) car-sets under option 1, for a potential total Project quantity of one hundred forty (140) car-sets of door systems and vehicle PDI under the Purchase contract 818-CUR-STC-DOOR.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises and the execution of the Purchase Contract 818-CUR-STC-DOOR (hereinafter called the "Purchase Contract") between Bombardier and Curtis Door Systems, Inc., the Guarantor, as ultimate Parent Guaranty, agrees to provide all the necessary financial and technical support for the proper completion of the said Purchase Contract and hereby unconditionally and irrevocably guarantees the performance by Curtis Door Systems, Inc., of all obligations, including the warranty provisions of the said Purchase Contract in accordance with the Purchase Contract documents, including timely completion thereof.

The Parental Guarantee shall commence upon execution of the Purchase Contract and shall terminate at the expiry of the warranty period for the last Good covered by this warranty period.

Should Curtis Door Systems, Inc. fail or otherwise be unable to fully perform in accordance with the terms of the Purchase Contract, and the Guarantor receives written notice from Bombardier of Curtis Door Systems, Inc.'s failure to perform, provided that before any such demand a notice in writing has been sent to Curtis Door Systems stating that it is in default under the Purchase Contract and that such default has not been

remedied within such period defined in the Purchase Contract, the Guarantor shall itself, acting directly or through others, fully perform such obligations under the terms of the Purchase Contract and, at BT's option, reimburse BT for any loss, damages, costs and expenses suffered or incurred by BT out of or in connection with such failure by Curtis Door Systems, Inc. to comply with the terms of the Purchase Contract. Bombardier understands that should the Guarantor engage the services of third parties to perform Curtis Door Systems, Inc.'s obligations, this third party must meet or exceed the industry standards and comply with the Purchase Contract requirements.

The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Purchase Contract if it had been named as the contractor in the Purchase Contract.

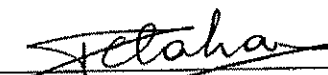
This Parental Guarantee shall inure to the benefit of and be binding upon the respective successors and assigns of Bombardier and the Guarantor.

**IT IS UNDERSTOOD AND AGREED** that this Parental Guarantee will be interpreted in accordance with the laws of the Province of Québec, and the Parent Company hereby attorns to the jurisdiction of the courts of Montréal,

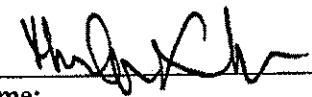
**This agreement shall** be attached to and form part of the Purchase Contract between Curtis Door Systems, Inc. and Bombardier.

**IN WITNESS WHEREOF** the Parent Company has hereunto affixed its corporate seal under the hands of its duly authorized officers in that behalf, this 25th day of April, 2007.

Parent Company: CNIM SA

Per   
Name: \_\_\_\_\_  
Function: \_\_\_\_\_

Parent Company: CNIM SA

Per   
Name: \_\_\_\_\_  
Function: \_\_\_\_\_

I/We have authority to bind the Corporation

BOMBARDIER INC.  
Corporate Headquarters  
800 René-Lévesque Blvd. West  
Montréal, Québec  
Canada H3B 1Y8

Document #  
Parental Guarantee  
Project: Greater Vancouver  
Transportation Authority  
Contract 819  
Date: April 25, 2007

### PERFORMANCE GUARANTEE

**This Parental Guarantee is made on the 25th day of April, 2007, by CNIM SA (hereinafter called the "Guarantor") in favor of Bombardier Inc.**

**WHEREAS** Curtis Door Systems, Inc., a company incorporated under the laws of New-York, is a subsidiary of the Guarantor.

**AND WHEREAS** BOMBARDIER INC (Bombardier) is desirous of entering into a contract with Curtis Door Systems, Inc. for the supply and delivery of a base order of thirty-four (34) car-sets of complete door systems and vehicle PDI, with options for the supply and delivery for up to an additional fourteen (14) or twenty-four (24) car-sets under option 1 and fourteen (14) or twenty-four (24) car-sets under option 2, for a potential total Project quantity of seventy-two (72) car-sets of complete door systems under the Purchase contract 819-CUR-STC-DOOR.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises and the execution of the Purchase Contract 819-CUR-STC-DOOR (hereinafter called the "Purchase Contract") between Bombardier and Curtis Door Systems, Inc., the Guarantor, as ultimate Parent Guaranty, agrees to provide all the necessary financial and technical support for the proper completion of the said Purchase Contract and hereby unconditionally and irrevocably guarantees the performance by Curtis Door Systems, Inc., of all obligations, including the warranty provisions of the said Purchase Contract in accordance with the Purchase Contract documents, including timely completion thereof.

The Parental Guarantee shall commence upon execution of the Purchase Contract and shall terminate at the expiry of the warranty period for the last Good covered by this warranty period.

Should Curtis Door Systems, Inc. fail or otherwise be unable to fully perform in accordance with the terms of the Purchase Contract, and the Guarantor receives written notice from Bombardier of Curtis Door Systems, Inc.'s failure to perform, provided that before any such demand a notice in writing has been sent to Curtis Door Systems stating

that it is in default under the Purchase Contract and that such default has not been remedied within such period defined in the Purchase Contract, the Guarantor shall itself, acting directly or through others, fully perform such obligations under the terms of the Purchase Contract and, at BT's option, reimburse BT for any loss, damages, costs and expenses suffered or incurred by BT out of or in connection with such failure by Curtis Door Systems, Inc. to comply with the terms of the Purchase Contract. Bombardier understands that should the Guarantor engage the services of third parties to perform Curtis Door Systems, Inc.'s obligations, this third party must meet or exceed the industry standards and comply with the Purchase Contract requirements.

The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Purchase Contract if it had been named as the contractor in the Purchase Contract.

This Parental Guarantee shall inure to the benefit of and be binding upon the respective successors and assigns of Bombardier and the Guarantor.

**IT IS UNDERSTOOD AND AGREED** that this Parental Guarantee will be interpreted in accordance with the laws of the Province of Québec, and the Parent Company hereby attorns to the jurisdiction of the courts of Montréal,

**This agreement shall** be attached to and form part of the Purchase Contract between Curtis Door Systems, Inc. and Bombardier.

**IN WITNESS WHEREOF** the Parent Company has hereunto affixed its corporate seal under the hands of its duly authorized officers in that behalf, this 25th day of April, 2007.

Parent Company: CNIM SA

Per \_\_\_\_\_

Name: \_\_\_\_\_

Function: \_\_\_\_\_

Parent Company: CNIM SA

Per \_\_\_\_\_

Name: \_\_\_\_\_

Function: \_\_\_\_\_

I/We have authority to bind the Corporation